

GENERAL TERMS AND CONDITIONS Q Products BV

Definitions

1. Q Products BV: Q Products BV, established in Margraten under Chamber of Commerce number. 32133899.
2. Customer: the person with whom Q Products BV has entered into an agreement.
3. Parties: Q Products BV and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person is.

Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Q Products BV.
2. Parties may only deviate from these terms and conditions if they have expressly agreed to this in writing.
3. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

Offers and quotes

1. Offers and quotations from Q Products BV are without obligation, unless otherwise stated. expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 7 days, unless a different acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed otherwise in writing.

Acceptance

1. Upon acceptance of a non-binding offer or quotation, Q reserves the right Products BV reserves the right to withdraw the quotation or offer within 3 days of receipt of acceptance, without the customer being able to derive any rights from this.
2. Verbal acceptance by the customer only binds Q Products BV after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Q Products BV are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or otherwise agreed.
2. Q Products BV may change all prices that it uses for its products or services, on its website or otherwise made known, at any time.
3. Increases in the cost prices of products or parts thereof, which Q Products BV could not foresee at the time of making the offer or concluding the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.
5. The price relating to a service is determined by Q Products BV determined on the basis of the hours actually spent.
6. The price will be calculated according to the usual hourly rates of Q Products BV, applicable for the period in which it carries out the work, unless a different hourly rate has been agreed.
7. If the parties have agreed on a total amount for a service provided by Q Products BV, this is always a guideline price, unless the parties have expressly and in writing agreed on a fixed price from which no deviation is possible.
8. Q Products BV is entitled to deviate from the target price by up to 10%.
9. If the target price is more than 10% higher, Q Products BV must inform the customer in a timely manner why a higher price is justified.
10. If the target price is more than 10% higher, the customer has the right to cancel the part of the order that exceeds the target price plus 10%.
11. Q Products BV has the right to adjust prices annually.
12. Prior to its entry into force, Q Products BV will make price adjustments communicate to the customer.
13. The consumer has the right to terminate the agreement with Q Products BV if he does not agree with the price increase.

Payments and payment terms

Products are paid for directly in the store.

Consequences of not paying on time

1. If the customer does not pay within the agreed term, Q Products BV is entitled to charge interest of 1% per month from the day the customer is in default, whereby a part of a month is counted as a whole month.
2. If the customer is in default, he is also liable for extrajudicial collection costs and any compensation owed to Q Products BV.
3. The collection costs are calculated on the basis of the Compensation Decree for extrajudicial collection costs.
4. If the customer does not pay on time, Q Products BV may suspend its obligations until the customer has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the customer, Q Products BV's claims on the customer shall be immediately due and payable.
6. If the customer refuses to cooperate in the execution of the agreement by Q Products BV, he is still obliged to pay the agreed price to Q Products BV.

Right of complaint

1. As soon as the customer is in default, Q Products BV is entitled to invoke a complaint regarding the unpaid products delivered to the customer.
2. Q Products BV invokes the right of complaint by means of a written or electronic communication.
3. As soon as the customer has been informed of the invoked right of complaint, the customer must immediately return the products to which this right relates to Q Products BV, unless the parties make other arrangements in this regard.
4. The costs of retrieving or returning the products shall be borne by the customer.

Right of suspension

Unless the Customer is a consumer, the Customer waives the right to suspend the performance of any obligation arising from this Agreement.

Right of retention

1. Q Products BV may invoke its right of retention and in that case retain the customer's products until the customer has paid all outstanding invoices to Q Products BV, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to Q Products BV.
3. Q Products BV is never liable for any damage suffered by the customer may suffer as a result of exercising his right of retention.

Settlement

Unless the customer is a consumer, the customer waives his right to offset a debt to Q Products BV against a claim on Q Products BV.

Retention of title

1. Q Products BV remains the owner of all delivered products until the customer has fully complied with all its payment obligations to Q Products BV under any agreement concluded with Q Products BV, including claims relating to failure to comply.
2. Until then, Q Products BV can invoke its right of retention of title and take the things back.
3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.
4. If Q Products BV invokes its retention of title, the agreement will be deemed to have been terminated and Q Products BV will be entitled to claim damages, lost profits and interest.

Insurance

1. The customer undertakes to adequately insure the following items and to keep insured against, among other things, fire, explosion and water damage as well as theft:
 - delivered goods that are necessary for the performance of the underlying agreement
 - items of Q Products BV that are present at the customer's premises
 - items that have been delivered under retention of title

1. The customer shall provide Q Products BV with the policy of this insurance policies available for inspection.

Conservation

1. If the customer does not receive the ordered products until later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
2. Any additional costs resulting from premature or late acceptance of products are entirely at the customer's expense.

Guarantee

1. When parties have entered into an agreement with a service-related nature entered into, this only contains obligations of effort for Q Products BV, not obligations of results.
2. The warranty with respect to products only applies to defects caused by defective workmanship, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, modifications to the product, negligence or improper use by the customer, or if the cause of the defect cannot be clearly determined.
4. The risk of loss, damage or theft of the products that the are the subject of an agreement between the parties, shall pass to the customer at the time when they are legally and/or factually delivered, or at least come into the possession of the customer or of a third party who receives the product on behalf of the customer.

Swap

1. Exchanges are only possible if the following conditions are met: •
exchanges take place within 14 days after purchase upon presentation of the original invoice
 - the product is returned in the original packaging or with the original (price) tags still attached
 - the product has not yet been used
1. Discounted items, non-perishable items such as food, custom-made items, items specially adapted for the customer, special orders such as selling entire batches (purchasing stock of 1 or more batches) and batches from which several goods have already been made

Unpacked, sealed products such as software, missing packaging, cannot be exchanged.

Execution of the agreement

1. Q Products BV will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Q Products BV has the right to have the agreed services (partially) performed by third parties.
3. The agreement will be implemented in mutual consultation and after written agreement and payment of any agreed advance payment by the customer.
4. It is the customer's responsibility to ensure that Q Products BV can respond in a timely manner begin the implementation of the agreement.
5. If the customer has not ensured that Q Products BV can commence the execution of the agreement in a timely manner, any additional costs and/or additional hours resulting from this will be charged to the customer.

Information provided by the customer

1. The customer shall make all information, data and documents relevant to the correct execution of the agreement available to Q Products BV in a timely manner and in the desired form and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents provided, even if these originate from third parties, unless otherwise follows from the nature of the agreement.
3. If and to the extent that the customer requests this, Q Products BV will return the concerning documents.
4. If the customer does not, does not timely or does not properly provide the information requested by Q Products, If reasonably requested information, data or documents are available and the execution of the agreement is delayed as a result, the resulting additional costs and additional hours will be charged to the customer.

Duration of the agreement

1. If an agreement has been entered into for a fixed period, it will be tacitly converted into an agreement for an indefinite period after the expiry of the term, unless one of the parties terminates the agreement with

If a notice period of one month is observed, or if a consumer cancels the agreement with a notice period of one month, the agreement will end by operation of law.

2. Are the parties within the term of the agreement for the completion of
If a term has been agreed for certain activities, this is never a fatal term. If this term is exceeded, the customer must give Q Products BV written notice of default.

Disclaimer

The customer indemnifies Q Products BV against all claims from third parties relating to the products and/or services supplied by Q Products BV.

Complaints

1. The customer must examine a product or service supplied by Q Products BV within 7 days for any deficiencies.
2. If a delivered product or service does not meet what the customer could reasonably expect from the agreement, the customer must inform Q Products BV of this within 14 days of receipt of the goods.
3. The customer provides as detailed a description as possible of the shortcoming, so that Q Products BV is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this may in any case not lead to Q Products BV being obliged to perform work other than that agreed upon.

Notice of default

1. The customer must notify Q of any notice of default in writing.
Products BV.
2. It is the customer's responsibility to ensure that a notice of default actually reaches Q Products BV (on time).

Customer's joint and several liability

If Q Products BV enters into an agreement with multiple customers, each of them is jointly and severally liable for the full amounts owed to Q Products BV under that agreement.

Liability Q Products BV

1. Q Products BV is only liable for any damage suffered by the customer if and to the extent that such damage is caused by intent or deliberate recklessness.
2. If Q Products BV is liable for any damage, it is only liable for direct damage arising from or related to the performance of an agreement.
3. Q Products BV is never liable for indirect damage, such as consequential damage, lost profits, lost savings or damage to third parties.
4. If Q Products BV is liable, this liability is limited to the amount paid out by a concluded (professional) liability insurance and in the absence of (full) payment of the amount of damages by an insurance company, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and cannot give rise to compensation and/or (partial) termination of the agreement and/or suspension of any obligation.

Expiry date

Any right of the customer to compensation from Q Products BV shall in any case expire 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of article 6:89 of the Civil Code.

Right of withdrawal

1. The customer has the right to terminate the agreement if Q Products BV is culpably in breach of its obligations, unless this breach, given its special nature or minor significance, does not justify termination.
2. If Q Products BV does not fulfil its obligations permanently or temporarily impossible, then dissolution can only take place after Q Products BV is in default.

3. Q Products BV has the right to terminate the agreement with the customer if the customer does not fully or timely fulfil his obligations under the agreement, or if Q Products BV has become aware of circumstances that give it good reason to fear that the customer will not be able to properly fulfil his obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Q Products BV to fulfil any obligation towards the customer cannot be attributed to Q Products BV in a situation beyond the control of Q Products BV, which prevents the fulfilment of its obligations towards the customer in whole or in part or which makes it unreasonable to expect Q Products BV to fulfil its obligations.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to: state of emergency (such as civil war, uprising, riots, natural disasters, etc.); default and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation occurs as a result of which Q Products BV cannot fulfil one or more obligations to the customer, those obligations will be suspended until Q Products BV can fulfil them again.
4. From the moment that a force majeure situation has lasted for at least 30 calendar days, either party may terminate the agreement in writing in whole or in part.
5. Q Products BV is not liable for any (damage) compensation in the event of force majeure, even if it enjoys any benefit as a result of the force majeure situation.

Changes to general terms and conditions

1. Q Products BV is entitled to change or adapt these general terms and conditions to fill.
2. Minor changes may be made at any time.
3. Q Products BV will communicate major substantive changes in advance as much as possible. discuss the customer.
4. Consumers are entitled to a material change to the general terms and conditions conditions to terminate the agreement.

Transfer of rights

1. Customer rights under an agreement between the parties may not be transferred to third parties without the prior written consent of Q Products BV.
2. This provision shall apply as a clause with property law effect as referred to in Article 3:83, paragraph 2, of the Dutch Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what Q Products BV had in mind when drawing up the conditions on that point.

Applicable law and competent court

1. Dutch law applies exclusively to any agreement between the parties.
2. The Dutch court in the district where Q Products BV is located established/practices/has an office is exclusively authorized to hear any disputes between the parties, unless the law prescribes otherwise.

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